



CITY OF SAN ANTONIO
Finance Department – Procurement Division

REQUEST FOR OFFER (“RFO”) NO.: 6100018545

FORMAL ANNUAL CONTRACT FOR BUNKER BOOTS FOR THE
SAN ANTONIO FIRE DEPARTMENT

Date Issued: **February 7, 2025**

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM, CT., FEBRUARY 14, 2025

Responses may be submitted by the following means:
Electronic submission through the Portal

Offer submissions will only be accepted electronically

Staff Contact Person: MADISON MCDONALD III
PROCUREMENT SPECIALIST II
MADISON.MCDONALD@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Electronic Offers Through the Portal. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

For offers submitted through the portal, Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offers submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from

the time the RFO has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference if one is held.

Offerors may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before **February 11, 2025, at 2:00 PM CST**. Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror’s responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an “all or none” offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an “all or none” basis must include a price for all units or line items. In an “All or None” offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An “All or None” offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as “as

required”, “as soon as possible” or “prompt” may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City’s request. Failure to comply with City’s request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror’s expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an “annual” contract is found in the contract’s title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive, or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City’s RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance and Purchase Order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30-day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10-day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail, to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.0 Background:** The City of San Antonio is soliciting offers to provide bunker boots. Fire personnel rely on such footwear to provide protection from the flames and heat encountered during suppression activities.

- 4.1** Delivery shall be made during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.

Delivery Location

Attn: SAFD Quartermaster
602 Dunton Ave.
San Antonio, TX 78226

4.2 Delivery Requirements

- 4.2.1 Vendor shall deliver boot(s) within 60 calendar days from receipt of a Purchase Order.
- 4.2.2 Orders delivered after 60 calendar days – Vendor will provide an automatic 10% discount off the unit price and shall invoice accordingly. Vendor shall submit a corrected invoice with itemized 10% discount within 2 business days.
- 4.2.3 Vendor shall furnish new footwear with a date of manufacture not older than 6 months.
- 4.2.4 Warranty – In addition to the warranty requirements stated in the General Terms and Conditions section of this RFO, Vendor shall provide a two (2) year warranty against defects in materials and workmanship for all boots supplied hereunder, or the manufacturer's warranty if greater. Vendor shall replace all boots found to be defective at no cost to City during this warranty period, including shipping and transportation.
- 4.2.5 The City of San Antonio Fire Department shall notify vendor of boots found to be defective. Upon notification vendor shall have 7 calendar days to review item/s listed in the notification. Defective boots shall be repaired to the satisfaction of SAFD Quartermaster or replaced with a new boot of the same style.

4.3 General Requirements

- 4.3.1 Boots shall have two labels; 1) bar coding Integrated into label with the ability for SAFD to input information required, including, but not limited to: Name, SAP #, Date Manufactured, and 2) label containing industry standard language contained in NFPA1971, NFPA1851 and subsequent revisions thereto.

NFPA 1851 or 1971 information labels must be legible for the useful life of the boot.

4.4 Price Revisions

Notwithstanding anything contained herein to the contrary, the unit pricing stated on Attachment A Price Schedule shall remain fixed for the first twelve months of the Original Contract Term. Thereafter, it is agreed that specific item unit prices may be superseded after the first twelve months of the Original Contract Term only if such price revisions are the result of manufacturer price revisions and approved by the City.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor may not request a price adjustment during the first year of the Original Contract Term. Vendor may request a price adjustment annually thereafter. Vendor must submit a written request for a price

adjustment to the Finance Department, Procurement Division. Requests must be received by the Finance Department, Procurement Division at least 60 days prior to the requested date the price adjustment is to take effect to allow Procurement Division sufficient time to review vendor's request. City, at its sole discretion and convenience, may approve an earlier effective date. If City does not wish to accept the price adjustment, City may terminate the contract for convenience. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.

A request for change in pricing shall be submitted by Vendor in writing, along with the itemized list of the items for which Vendor is seeking a price change, with the current price, revised price, dollar amount of increase and percentage increase of each item. This request shall include documentation from the manufacturer showing the dollar price increase.

Notwithstanding the above, Vendor shall have the option of withdrawing its request for a price increase, rather than having the line item deleted or the contract terminated. Invoices containing revised pricing prior to or without City approval will not be paid. Vendor will be required to resubmit a new invoice to the City with the correct contract pricing. No price increase will be effective until after written approval has been sent by the City.

4.5 Boot Specifications

The specifications below, represent two different types of boots. Vendors may offer one or both boots, but it is the intent of the City of San Antonio to ONLY enter into a contract for one of the two styled boots that provide best buying options and the best value to the City.

The following boot specifications are acceptable models:

4.6 Boot #1:

Structural Fire Fighting 14" Haix Fire Eagle Extreme Boot, Quad-certified

Boot specifications 14" Structural, USAR, HAZMAT, Wildland Boot

These specifications are intended to define the minimum requirements for Structural Firefighting, Technical Rescue, Liquid Splash for Hazardous Materials Emergencies, and Wildland Firefighting Protective Footwear.

Boots must meet or exceed the requirements for NFPA 1971 Standard on Protective Ensembles for Structural Firefighting, latest edition; NFPA 1951 Standard on Protective Ensembles for Technical Rescue Incidents, latest edition; NFPA 1990 (1992) Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials and CBRN Operations, latest edition; NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Firefighting, latest edition; ASTM F2413 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear, latest edition; and CAN/CSA Z195 Standard for Protective Footwear, latest edition.

4.6.1 CONSTRUCTION:

4.6.1.1 Athletic pull-on fast lacing style boot with outside height measured at 14". Measurement of a size men's size 10 from the floor to the topline of the shaft.

4.6.1.2 All leather, full grain European bull hide, hydrophobic (water cannot penetrate leather from the outside, but water vapor from foot perspiration can be released through the leather from the interior to the exterior of the boot), breathable, 2.0-2.2 mm thickness. Casing

leather is hydrophobic, breathable and 1.3-1.5 mm thick. Tongue leather is hydrophobic, breathable, yellow in color and 1.1-1.3 mm thick. Tested to be hydrophobic in a Penetrometer for a minimum of 120 minutes. Free of PCP, AZO and Chromium VI.

- 4.6.1.3 Leather is treated to reduce the heating effect of the upper leather. Sunlight is reflected by the leather, keeping the leather and the feet cooler.
- 4.6.1.4 Two zone lacing system with a lower and upper lacing section with separate laces in yellow and black. Three pair of plastic loops covered by flame resistant textile and three pair so plastic loops covered be leather form the inside lacing system at the bottom and top respectively. Laces are secured with a plastic clamping mechanism (RAPIDFIT System) in a position that fits the width of the foot and calf. When closed the laces remain clamped tightly in position.
- 4.6.1.5 Two laces can be closed with a quick pull with one hand and handle is stored in a pocket on the outside of boot. Laces are water-repellent non-flammable Technora round laces, yellow and black.
- 4.6.1.6 Built in climate system that permits air circulation with every step – moist air is released, and fresh air comes in through a minimum of 16 vent holes at the top of the boot.
- 4.6.1.7 Waterproof inner liner of CROSSTECH®. Bloodborne pathogen and chemical resistant. Inner liner is firmly secured and sealed along with the upper leather beneath the sole for a liner that will not pull out or wrinkle over time. Inner lining minimally glued to upper to prevent detachment and allow full breathability of the leather.
- 4.6.1.8 Memory foam shin protection between shaft and lining 8 mm thick.
- 4.6.1.9 Two large pull-on loops on the tongue and the backside. The front loop is made from upper leather, the loop at the backside is Nomex tape.
- 4.6.1.10 Integrated, close fitting leg cuff in the boot shaft to shield the interior of the boot from contaminants.
- 4.6.1.11 Ankle flex system that enables the boot to adjust to different foot, ankle, and heel shapes for optimal fit. Integrated flex zones ensure high flexibility and prevents pressure points.
- 4.6.1.12 Arch support system that supports the natural curvature of the foot and keeps the foot in the best position for optimal foot health. Offers a better fit thanks to a narrower heel area and ankle shaft combined with a roomier fit in the forefoot.
- 4.6.1.13 Heel and instep bend with padded leather to guarantee smooth movement when kneeling, bending or operating machinery.
- 4.6.1.14 Yellow reflective ankle strip on outside above the outsole with a width up to 1.18 inches.
- 4.6.1.15 Flame retardant TPU Signal yellow protective plate over the metatarsal area with tunnels for boot laces. Thickness 2.3 mm, hardness ° Shore D: 55+ or –5 Shore D, Abrasion resistance < 50 mm³.
- 4.6.1.16 NOMEX® threads, with a minimum thickness of 45/4, water repellent, black in color.
- 4.6.1.17 Lightweight highly heat/flame resistant rubber/PU sole with a high degree of walking comfort and excellent thermal insulation. Main tread depth of 5.5mm, self-cleaning due to cone-shaped profile grooves. Yellow color integrated into sole profile for better passive safety and better visibility in poor visibility conditions. Wear resistant rubber quality with excellent anti-slip properties. Non marking, Oil and fuel resistant. High voltage resistant to 18 KV.
- 4.6.1.18 Shock absorption with cushioning wedge built into the sole.
- 4.6.1.19 Integrated boot jack: made of thermoplastic polyurethane moldings with ribs for better foot pull out.

- 4.6.1.20 Ladder shank with a thickness equal to or greater than 1.4 mm, width of 25 mm, stainless, 3 riffles, deflection at 400 lbs not more than ¼" (6mm).
- 4.6.1.21 Steel mid sole with a thickness equal to or greater than .5 mm; stainless, corrosion resistant. Puncture resistance greater than 1212 N (272 lbf) with a flex cracking resistance greater than 1,500,000 flexes. Meets ASTM F2413 (Class 75), latest edition and CAN Z195 (Grade 1), latest edition.
- 4.6.1.22 Inlay sole (insole), anatomically formed, very good damping, and exchangeable and washable at 86 degrees F. The PU insole has way channels on the backside and is covered with air holes for better breathability and moisture absorption.
- 4.6.1.23 Fibrous leather heel counter, matching the firefighting last. Thickness 2.8-3.0mm.
- 4.6.1.24 Composite HX XR toe cap with synthetic padding strip at the edge to avoid damage to the membrane which meets ASTM F2413 (Class 75), latest edition and CAN/CSA Z195 (Grade 1), latest edition.
- 4.6.1.25 Highly durable, flame retardant TPU toe cap with special yellow profile and double seam groove.
- 4.6.1.26 RFID pocket on the outside of the boots for storing an RFID chip
- 4.6.1.27 Name field made of white leather on the backside of boot for boot labeling purposes.

4.6.2 Boot Sizes:

Boots shall be available in Men's full sizes 5-18 and half sizes 5½ - 15½ in C, D, E, EEE, EEEE, or, Narrow, Medium, Wide, X-Wide and Extra-Extra Wide. Boots shall be available in Woman's full sizes 5-12 and half sizes 5½ -11½ in C, D, E, EEE, EEEE, Narrow, Medium, Wide, X-Wide and Extra-Extra Wide.

Custom sizes for Men and Women: Custom sizing shall be available upon request by SAFD at no extra cost.

4.6.3 CARE, WARRANTY, AND LABELING

- 4.6.3.1 Manufacturer User Guide relating to care and use of NFPA certified footwear should be provided as a hangtag with download instructions and secured onto each pair of boots.
- 4.6.3.2 A minimum of a 1-year warranty covering defect in workmanship and materials, including the CROSSTECH® moisture barrier, as long as boots are used and cared for in accordance with manufacturer instructions. A copy of manufacturer's warranty shall be submitted with bid proposal.
- 4.6.3.3 Boots should be tested and certified by Underwriter's Laboratories or Safety Equipment Institute (SEI). A current copy of manufacturer's certification shall be submitted with bid proposal.
- 4.6.3.4 Boots should be permanently and clearly labeled that boots meet NFPA 1971, current edition, NFPA 1951, current edition, and NFPA 1990 (1992), current edition; NFPA 1977, current edition, ASTM F2413, current edition, and CAN/CSA Z195, current edition.
- 4.6.3.5 Boots shall be clearly and permanently labeled with manufacturing information, including country of origin and manufacturing date.

4.6.4 Sizing by Vendor

The vendor shall be available to perform all sizing requirements.

4.6.5 PPE Record Keeping

- The manufacturer shall make available at no-charge, a password protected data base backed website that allows all brands of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.
- The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program and scanning the asset's barcoded serial number.

4.7 Boot #2:

Structural Fire Fighting 14" Pull-On Boot Globe Supreme Foot Gear

4.7.1 NFPA 1971 and NFPA 1992 Certified

The boots shall be certified to the current editions of NFPA 1971, Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, Current Edition for Structural Fire Fighting and NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, Current Edition.

4.7.2 General Design

14-inch Pull-On athletic footwear (cement construction) boots with black flame-resistant and water-resistant leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather-trimmed webbing pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel, liquid and chemical resistant breathable boot liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 30 lasting board, molded composite heel counter, internal heel fit system, and a removable molded footbed as well as an additional insert for use in conjunction with the footbed.

4.7.3 Slip Resistance

Boots shall exceed the minimum test values for slip resistance (average of left and right foot) as detailed below to provide superior performance in dry, wet, and frosted ice conditions. Boots that do not exceed these minimums in all conditions shall not be acceptable. Vendors shall promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing the boots offered exceed this requirement.

Test Method: SATRATM144:2011

- Slip Resistance of Footwear and Floorings
- Load = 500 N

Dry Clay Quarry Tile:

- Forepart > 1.00
- Heel > 1.00

Wet Clay Quarry Tile:

- Forepart > .60
- Heel > .60

Frosted Ice -7°C Run 1:

- Forepart = 0.28
- Heel = .028

Frosted Ice -7°C Run 1:

- Forepart > 0.12
- Heel > 0.12

For maximum slip resistance each outsole shall have Siping lines. Siping lines cut into flat areas open up when flexed to provide additional traction on water and ice. The boots shall also include self-cleaning lugs and an omni- direction tread pattern designed for superior performance in all terrains and when working on ladders.

4.7.4 Flexibility

Boots shall reach the Maximum Flex Angle of 48 degrees without exceeding the critical bending moment with a resulting stiffness index less than 10.0 as detailed below to provide maximum flexibility. Boots that do not meet this requirement shall not be acceptable. Vendors shall promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing the boots offered meet this requirement.

4.7.5 Test Method: SATRA TM 94:2004 Longitudinal stiffness of footwear

Boots shall be made from heavy-duty, flame-resistant, and water-resistant full-grain cattle hide leather measuring 2.0 - 2.2 mm of thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather shall be utilized in collar and flex areas for mobility. The leather shall be chrome tanned to withstand high temperature with minimal shrinkage, re-tanned to impart water resistance and low water absorption and finished to retain maximum breathability. Leather shall meet or exceed the following physical tests:

| | | |
|-----------------------------|------------|--|
| Water Penetration | ASTM D2099 | 15,000 flex minimum |
| Dynamic Water Absorption | ASTM D2099 | 15% maximum |
| Static Water Absorption | ASTM D6015 | 30% maximum |
| Slit Tearing Strength | ASTM D2212 | 30 pound minimum |
| Moisture Vapor Transmission | ASTM D5052 | 350 g/meter ² /24 hours minimum |
| Flame Resistance | NFPA 1971 | after flame no more than 2.0 sec, not melt or drip no burn through |

4.7.6 CROSSTECH® Footwear Fabric

A full-height, full sock, bootie liner made from a package of Omaha lining fabric, 300g felt insulation, and CROSSTECH® moisture barrier shall be provided for a liquid resistant and breathable moisture barrier as well as thermal protection as defined by the specified NFPA standards.

4.7.7 Athletic Footwear Construction Outsole

For optimum flexibility, comfort, and weight reduction, the boot shall include a VIBRAM® Synthetic Rubber Sculpted, Contoured Cup Outsole cemented to the bottom and sides of the upper using a 2-part cross linking adhesive that forms a bond stronger than the materials it attaches.

The outsole shall be made from a flame, abrasion, oil, acid, and slip resistant compound engineered for high- traction, cold-weather resistance, and durability. Goodyear welt or direct attach construction methods shall not be acceptable.

4.7.8 Bootie Shield Liner

A protective bootie-shield of KEVLAR® fiber blend stitched bonded non-woven batting weighing 4.0 oz/yd² shall be positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional Flame Resistant (FR) protective bootie-shield between the leather shell and the CROSSTECH® moisture barrier bootie shall not be acceptable.

4.7.9 Composite Safety Toe Cap

The safety toe shall consist of & composite material that is lighter than steel, does not transmit heat or cold, and will spring back to shape after impact. The composite toe cap shall exceed NFPA standards for safety-. Metal toe caps shall not be acceptable.

4.7.10 Padded Leather Collar

The padded collar shall have a rolled top edge formed by folding over the leather to help the boots slide against the pants liner and reduce the potential for the pants liner to hang up on the top of the boots as well as to reduce abrasion against the wearer's calf.

4.7.11 Composite Penetration Resistant Insole Barrier

Penetration resistance shall be provided by a composite insole to maximize flexibility and insulate from heat or cold transmission. The penetration on resistant barrier shall exceed NFPA standards for safe.

4.7.12 3D Composite Lasting Board

Boot uppers shall be lasted to a molded and contoured dual-density lasting board with a built-in flex zone in the forefoot and a torsionally stable heel. Flat fiberboard lasting boards shall not be acceptable.

4.7.13 Composite Shank

The shank shall consist of a composite material that is lighter than steel, does not transmit heat or cold, and springs back to shape better. Metal shanks shall not be acceptable.

4.7.14 Molded Heel Counter

Boots shall have a molded heel counter of water-resistant composite material individually molded to fit each size perfectly. Leather or fiber board heel counters shall not be acceptable.

4.7.15 Padded Shin Guard

Boots shall include a padded composite shin guard to provide extra protection when working on a ladder. Moisture absorbing natural fiber padding shall not be acceptable.

4.7.16 Synthetic Rubber Toe Bumper

Boots shall have a molded Flame Resistant (FR) synthetic rubber toe bumper to provide abrasion resistance when crawling. The toe bumper shall be cemented and 2-needle stitched to the vamp.

4.7.17 3M SCOTCHLITE Reflective Material

Boots shall have flame-resistant fluorescent yellow and silver 3M SCOTCHLITE™ reflective material sewn to both sides of the shaft for added visibility.

4.7.18 Webbing Pull Straps

Boots shall have NOMEX® webbing pull-straps with leather trim securely attached to the leather uppers by Inserting into to collar seam to minimize stitching through the leather. Pull strength shall be a minimum of 120 lbs when tested with a single handle.

4.7.19 Internal Fit System

Boots shall have an anatomical foam insert that wraps around the top and sides of the heel with an opening to fit and hold the back of the heel securely while cushioning the ankle.

4.7.20 3D Molded Footbeds System

Boots shall have a removable urethane foam footbed. The footbeds shall be contoured to cradle and cushion the bottom of the foot and provide arch support. The footbeds shall have a moisture-wicking and anti-microbial fabric top layer. A second pair of 3D molded footbeds that are thicker. The forefoot shall be provided with every pair for a custom fit. This thicker footbeds shall provide a snugger fit.

4.7.21 Third Party Testing and Listing Program

The footwear shall be tested for compliance to NFPA Standard 1971 and 1992 by a recognized independent testing lab which shall certify anti list compliance to that standard. Such certification shall be denoted by the independent testing lab's mark on the certification label affixed to the boots.

4.7.22 Labels

Appropriate warning label(s) shall be permanently affixed to each boot. Additionally, the label(s) shall include the following information:

- Compliance to applicable NFPA Standard(s), current edition(s).
- Independent Testing Lab mark
- Manufacturer's name Manufacturer's address
- Manufacturer's boot
- Identification number and barcode
- Date of manufacture
- Size

4.7.23 ISO Certification/Registration

The manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

4.7.24 Warranty

The manufacturer shall warrant these boots to be free from defects in materials and workmanship as stated in section 4.2 above when properly used and cared for

4.7.25 PPE Record Keeping

The manufacturer shall make available at no-charge, a password protected data based backed website that allows all brands of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program and scanning the asset's barcoded serial number.

4.7.26 Sizing by Vendor

The vendor shall be available to perform all sizing requirements.

4.8 Boot Sizes (both boot styles):

Boots shall be available in Men's full sizes 5-18 and half sizes 5½ - 15½ in C, D, E, EEE, EEEE, or, Narrow, Medium, Wide, X-Wide and Extra-Extra Wide. Boots shall be available in Woman's full sizes 5-12 and half sizes 5½ -11½ in C, D, E, EEE, EEEE, Narrow, Medium, Wide, X-Wide and Extra-Extra Wide.

Custom sizes for Men and Women: Custom sizing shall be available upon request by SAFD at no extra cost.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall remain in full force and effect on a year-to-year basis for a three-year period.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council.

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's offer to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the offer for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's offer and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's offer for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's offer for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations of Liability

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Insurance.

Prior to the commencement of any work under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's San Antonio Fire Department (SAFD). The certificate must be:

- clearly labeled with the name of the agreement in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S SAFD. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this RFO, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

| <u>TYPE</u> | <u>AMOUNTS</u> |
|---|---|
| 1. Workers' Compensation | Statutory |
| 2. Employers' Liability | \$1,000,000/\$1,000,000/\$1,000,000 |
| 3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Independent Contractors* | For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella Liability Coverage |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence |
| *If Applicable | |

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio, Fire Department
230 S. Callaghan Rd. San Antonio, TX 78227

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Incorporation of Exhibit and Attachments.

Each of the exhibits/attachments listed below are an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A – Price Schedule
- Attachment B – Local Preference Program (LPP) Ordinance
- Attachment C – Local Preference Program Identification Form (LPP)
- Attachment D – Veteran-Owned Small Business Preference Program Tracking Form (VOSBPP)
- Attachment E – Certificate of Interested Parties (Form 1295)
- Attachment F – Working with COSA – Keys to Faster Payments

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days of the invoice.

Invoicing and Payment.

Invoice Submissions. City requires all original first-time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required on Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary, in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock,

manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall

retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection,

hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby

relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with the amendment provision herein.

Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.

007 - SIGNATURE PAGE

Signature Page.

By submitting a bid, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Offeror Information

Please Print or Type

| | |
|-------------------------|--|
| Vendor ID No. | <u>10091319 - COSA Supplier Number</u> |
| Signer's Name | <u>Sam Richardson</u> |
| Name of Business | <u>Richardson Apparatus LLC</u> |
| Street Address | <u>930 US 290</u> |
| City, State, Zip Code | <u>Johnson City TX 78636</u> |
| Email Address | <u>Sam@RichardsonApparatus.com</u> |
| Telephone No. | <u>(512) 632-1792</u> |
| Fax No. | <u></u> |
| City's Solicitation No. | <u>6100018545</u> |

Samuel Richardson

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Finance Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009 – ATTACHMENTS

ATTACHMENT A - PRICE SCHEDULE

6100018545, Formal – Annual Contract for Bunker Boots for the San Antonio Fire Department

| Item # | Description | Manufacturer Quoted | UOM | Estimated Annual Qty (A) | Price Per PR (B) | Extended Price (C) A X B = C |
|--|--|---------------------|-----|--------------------------|------------------|------------------------------|
| 1 | Boot #1: Structural Fire Fighting 14" Haix Fire Eagle Extreme Boot Pair, Quad-certified (all sizes) | HAIX | PR | 200 | \$ 454.71 | \$ 90,942 |
| 2 | Boot #2: Structural Fire Fighting 14" Pull-On Boot Pair Globe Supreme Foot Gear (all sizes) | | PR | 200 | \$ | \$ |
| Pricing shall include all costs to include, but not limited to delivery/freight costs. | | | | | | |

City intends to award only one (1) Boot Type, Boot #1 or Boot #2, to one (1) vendor for an estimated annual quantity of 200.

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

BOOT #1 - ACCOUNT REPRESENTATIVE CONTACT INFORMATION

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name: Matt Weger
Title: South Texas Sales Representative
Phone: (830) 225-7171
Email: Matt.Weger@RichardsonApparatus.com

BOOT #2 - ACCOUNT REPRESENTATIVE CONTACT INFORMATION

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name: Sam Richardson
Title: Owner
Phone: (512) 632-1792
Email: Sam@RichardsonApparatus.com

ATTACHMENT B

Local Preference Program (LPP) Ordinance

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration, the Local Bidder must complete and return the attached Local Preference Identification Form, regardless of the location of their business.

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(See following pages)

ATTACHMENT F

WORKING WITH COSA-KEYS TO FASTER PAYMENT



CITY OF SAN ANTONIO

Working with COSA-----Keys to faster payments

Welcome to doing business with the City of San Antonio (COSA)! We appreciate our suppliers and vendors and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
 - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
 - City PO numbers begin with "45" or "80" and are 10 digits in length.
 - Invoices received without a valid PO number are subject to return for correct billing.
 - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
 - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
 - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
 - Credit memos will be accepted to offset pricing issues.
 - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

By Mail:

City of San Antonio
Finance Department / Accounts Payable
P.O. Box 839976
San Antonio, TX 78283-3976

By Delivery service:

City of San Antonio
Finance Department / Accounts Payable
100 W Houston St.
San Antonio, TX 78205

By Electronic submission: .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

Accounts.Payable@sanantonio.gov

Original, first-time submission invoices only

apteam@sanantonio.gov

Statements & status inquiries

Please note: Invoices submitted by electronic submission are only considered “original” when the submission comes directly from the vendor to Accounts Payable using this e-mail address. You may courtesy copy departmental personnel on the e-mail if requested.

❖ At a minimum, all invoices should include the following fields and information:

- Vendor name, address and phone number
- dba name (if applicable)
- Remit address for payments (if applicable)
- Ship to name, address and Department Name
- Invoice number – ensure it is a unique number for each invoice
- Invoice date
- Purchase Order number
- Payment terms including discounts or retainage terms
- Line item detail for each item ordered including quantity, unit price, total
- Total invoice amount

*****To prevent FRAUD from occurring, please do not include Banking information on submitted invoices.*****

- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.
- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.
- ❖ Change of address or change of remittance address notifications should be submitted in writing to vendors@sanantonio.gov or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.
- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section’s main phone number (210) 207-2064 and ask to be directed.

We thank you for taking the time to review this information and look forward to working with you.

Finance Department City of San Antonio